IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

COMPANY PETITION NO.251 OF 2005

M/s. Sachin Goyal Properties &
Leasing Pvt. Ltd. ..Petitioner.

Vs.

Samrat Shipping & Transport Systems
Pvt. Ltd. ..Respondent.

....

Mr. Devesh Juvekar i/b Humranwala & Co. for the Petitioner.

CORAM: **DR. D.Y. CHANDRACHUD, J.**

16th June, 2007.

P.C. :

The claim of the Petitioner in proceedings for winding up arises out of a lease deed dated 15th October, 1996 under which the Respondent was to pay lease rentals of Rs.14,420/- per month. The Petition contains an averment that no payment has been made since January 2002. An amount of Rs.7,45,962/- is the liability which is quantified in the Company Petition. There was no reply to the statutory notice addressed to the company. The company has been served. The admission of the Petition has been duly advertised. There is no reply to the Petition. Consequently the averments

contained in the Petition would have to be accepted. In the circumstances, the Company Petition is made absolute in terms of prayer clauses (a) and (b).